

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 18	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE07-03-C-T029		3. Award/Effective Date 2003MAR03		4. Order Number		5. Solicitation Number	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name DONALD ALEXANDER		B. Telephone Number (No Collect Calls) (586) 574-5013		8. Offer Due Date/Local Time	
9. Issued By TACOM AMSTA-AQ-ADBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ALEXANDDD@TACOM.ARMY.MIL		Code W56HZV 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. Discount Terms NET 30 DAYS	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040		Code S4404A	
Telephone No.							
17. Contractor/Offeror KALMAR RT CENTER LLC 4734 BROOM STREET SAN ANTONIO TX 78217-3709		Code 1NWX2 Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339	
Telephone No. (800) 232-1236							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 21 22035000026D6D10P53655331E1 S20113 W56HZV						26. Total Award Amount (For Govt. Use Only) \$70,064.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return 2 Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) M. J. FRANZEN /SIGNED/ FRANZENM@TACOM.ARMY.MIL (810) 574-6304		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
				<input type="checkbox"/> Partial <input type="checkbox"/> Final			
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				41c. Date		40. Paid By	
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Standard Form 1449 (10-95)
Prescribed By GSA-FAR (4.8 CFR) 53.212

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-T029 MOD/AMD	Page 2 of 18
Name of Offeror or Contractor: KALMAR RT CENTER LLC		

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
<p>This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.</p> <p>[End of notice]</p>			

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
<p>(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.</p>			
<p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p>			
<p>(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.</p>			
<p>(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.</p>			
<p>(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil</p>			
<p>(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com</p>			

[End of Clause]

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div><div>CONTINGENCY OPERATIONS</div><div><div>NOUN: RTCH-CONTRACT SUPPORT</div><div>PRON: P125E877EHPRON AMD: 01ACRN: AA</div><div>AMS CD: 53655382170</div></div><div><div>Standard Rate 520 hours at \$50 per hr = \$26,000</div><div>OT rate 260 hours at \$70 per hr = \$18,200</div><div>Saturday rate 156 hours at \$70 per hr = \$10,920</div><div>Sun & Holiday rate 156 hours at \$85 per hr = \$13,260</div></div><div><div>(End of narrative B001)</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: DestinationACCEPTANCE: Destination</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>31-MAY-2003</div></div></div><div><div>\$</div><div>68,380.00</div></div></div></div>		HR		\$** N/A **

Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>CONTRACTOR PER DIEM</div> <div>NOUN: RTCH-CONTRACT SUPPORT PRON: P125E877EH PRON AMD: 01 ACRN: AA AMS CD: 53655382170</div> <div>Contractors travel and per diem for training prior to deployment.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 31-MAY-2003</div> <div>\$ 1,684.00</div>		LO		\$ ** N/A **

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	22035000026D6D10P53655331E1	S20113		W56HZV	\$ 70,064.00
						TOTAL	\$ 70,064.00

Name of Offeror or Contractor: KALMAR RT CENTER LLC

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.228-7003	CAPTURE AND DETENTION	DEC/1991
2	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is-
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

Name of Offeror or Contractor: KALMAR RT CENTER LLC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-2	SECURITY REQUIREMENTS	AUG/1996
2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
5	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
6	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
7	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
8	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
9	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
10	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
11	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
12	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
13	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage--Fringe Benefits
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Maintenance Expert (SME)	\$50.00
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-3-

-4-

-5-

[End of Clause]

14 AFARS CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS MAY/2002

(a) Definitions.

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by

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the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

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- (6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.
- (i) Medical.
- (1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- (2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- (3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.
- (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
- (5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.
- (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).
- (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.
- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.
- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.
- (4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (l) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.
- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the

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customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel

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(to include subcontractor personnel) in support of this contract.
(End of Clause)

15 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

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16 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

17 52.213-4010 ADDITIONAL GENERAL CLAUSES FEB/1997
(TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's

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interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

18 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

19 52.215-4406 AUTOMATED INFORMATION SYSTEM SECURITY REQUIREMENT NOV/2002
1. The Contractor must comply with all Department of the Army Directives, AR 380-19, AMC Suppl 1 to AR 380-19 and Army Material Command (AMC) security directives, Corporate Information Office (CIO) and Directorate Intelligence Security Division, memorandums, and numbered messages. All new systems require accreditation and certification that connect to TACOM computer systems and must be approved by the CIO before connection is accepted. Personnel who require access to Sensitive But Unclassified (SBU) defense information because of their duties in accessing Automation Information System (AIS) equipment or software will be appropriately investigated based on the sensitivity of the Automated Data Processing (ADP) position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP III for Non-sensitive. Before contractor employee can obtain access to ADP hardware/software, an investigation must be completed.
2. If the contractor needs remote access to TACOM-Warren ADP systems and SBU information will be accessed during the contract, the contractor must use a National Security Agency approved method to encrypt the information if it is sent/received outside this Command. The use of a commercial Internet Service Provider for receipt of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.
3. The security measures below are consistent with Department of the Army security policies and directives and are required to protect the TACOM-Wide Network (TWNET). The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.
4. Contractor personnel, who require access to SBU defense information because of their duties with an automated information system, will be appropriately investigated based on the sensitivity of the ADP position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP-III for Non-sensitive. Before assumption of duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) directly to Defense Security Service (DSS) for each individual requiring access. The contractor is responsible for providing the Electronic Personnel Security Questionnaire (EPSQ) receipt to AMSTA-CM-XSC, datafax (586) 574-6362. A copy of the SF85P or SF86 can be mailed to: Commander, U.S. Army Tank-automotive and Armaments Command, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-XSC, Warren, MI 48397-5000. The Contractor is responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, the contractor will provide security investigation data to Directorate, Intelligence Security Division in order that personnel can be incorporated into the TACOM-Warren Security Clearance Roster.
5. Contractor personnel assigned to ADP II positions must complete a National Agency Check (NAC) or a National Agency Check with Inquiries (NACI) and a SF 86 and FD 258 (fingerprint card). These documents must be completed before access can be granted to a Department of Army automation network. Each contractor employee must submit a SF86 in the EPSQ format. The EPSQ software can be found at www.dss.mil/epsq/index.htm. Note: Local police departments will normally take fingerprints for a small fee. An alternative is to make an appointment with the nearest DoD facility that has a Security office trained and equipped to take fingerprints.
6. Each contractor employee who has access to TACOM computers must read and sign a copy of the Automated Information System Annual Security Briefing which can be obtained from your TACOM-Warren Information Assurance Security Officer (IASO).

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7. The contractor will be required to submit application forms for network access.
8. TACOM is not responsible for any commercial or proprietary information that contractor employees may divulge to competing contractors. It is the contractors responsibility to notify TACOM when their employee(s) with access to the TACOM TWNET terminate employment. It is TACOMs policy to delete the contractor employees TWNET account at the end of their employment with a contractor. However, TACOM is not responsible and has no employment relationship with contractor employees and will not be responsible for the actions of contractor employees who divulge commercial or proprietary information to others.
9. A remote connection to TACOMs systems requires an Accreditation and Certification process for each AIS. The accreditation request must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the Designated Approving Authority (DAA) for final approval before connection is accepted.
10. In accordance with Department of the Army Directives, AR 380-19, and AMC Suppl 1 to AR 380-19, the contractor must have malicious code protection on the computers that are connected to the TWNET. Malicious code protection must be monitored daily for updates and immediate implementation. TACOM-Warren uses the most current version of Norton Anti-virus software and McAfee Anti-virus software. The contractor must report any malicious code problems or thefts of equipment, software, or code to the TACOM-Warren IASO and IAM.
11. The contractor must:
 - (1) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building. Ensure only personnel designated to work on this contract have access to the computer equipment and information.
 - (3) Ensure that Foreign Nationals do not have access to this equipment and information.
 - (4) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contracts associated equipment and information at the contractor location. A short description and facility diagram shall be included.
12. Upon completion of the project/contract, the contractor will notify the TACOM-Warren IASO.

[End of clause]

20 52.239-4000 PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA JUN/1988
 (TACOM)

(a) Definitions.

- (1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.
- (2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.
 - (i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.
 - (ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.
- (3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.
- (4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.
- (5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).
- (6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.
- (7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

- (1) For this contract, the sensitivity levels are as follows.

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The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the

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employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

- (A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as
 - (i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.
- (B) Actions to be taken immediately after the emergency or extraordinary condition.
- (C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

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(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

- (A) Unexplainable output received at a terminal.
- (B) Abnormal system response.
- (C) Inconsistent or incomplete security marking.
- (D) Unattended terminal device signed on.
- (E) Unsuccessful attempts to log on from remote terminals.
- (F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

- (A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.
- (B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.
- (C) Will not communicate or transmit proprietary information to any unauthorized person or agency.
- (D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

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Name of Offeror or Contractor: KALMAR RT CENTER LLC		

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

21	52.246-4026 (TACOM)	LOCAL ADDRESS FOR DD FORM 250	MAR/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]